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Window Shades

In regular quality opaques, not felt or paper, but cloth—even the cheapest.

3 ft. x 6 ft. Spring Rollers, complete.	25c
3 ft. x 7 ft. Duplex, any color combination, the modern idea, best.	33c
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Opacues, 3 ft. x 7 ft., lace-trimmed.	80c
4 inches deep, all complete.	

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Figured and plain, a dozen drapery designs of the 75 quality.

11 quality, choicest Printing, new designs.

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24 inches square, the kind you've paid for, now.

A Down Pillow, 16 inches square, for.

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Agents for Butterick Patterns.

ART EMPORIUM, Telephone 500.

New Patterns of Premos

We have received the 1897 patterns of Premos; twenty different patterns ranging in price from \$10 to \$45. This year's improvements make these cameras perfect.

We take special pains to give to photographic amateurs all the information in our power.

The H. LIEBER COMPANY,

33 South Meridian St.

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EVERY KIND WE HAVE!

Note particularly those at—

PAPER 10c, 15c, 25c a roll.

PAPER Spring Wonders—

PAPER All of Them!

We enhance the value by our workmanship.

OUR WALL PAPER FITS!

GALL WALL PAPER

makes a fine discourse.

Come see the text.

Albert Gall

17 and 19 West Washington Street.

STATUARY

At WARD'S

See Window

42 North Pennsylvania Street.

"Go to a Glove Store for Gloves."

20 Years' experience in the Glove

business makes it possible for us to know exactly what we are selling you in Gloves. Our experience

with each purchase FREE.

GLOVE PRICES: 1/2, \$1.25, \$1.50, \$1.75 and \$2.00—mailed, postage paid.

TUCKER'S GLOVE STORE

10 EAST WASH. STREET.

KID MCCOY COMING HOME.

He Will Give an Exhibition Here This Week.

Charles (Kid) McCoy, one of the most prominent figures in pugilism to-day, is coming here Thursday for a three-days' engagement at the Grand, where he will spar and punch the bag between the first and second acts of the Holden Comedy.

McCoy's performance, McCoy is an Indiana boy, and as is well known here, his right name is Norman Selby. He is regarded by the best sporting authorities in London, New York and South Africa as a most interesting pugilist. McCoy has attracted the attention of everybody interested in prize ring matters. He has returned from London, and has been in New York for a short time. McCoy is one of the best fighters in the world, and his coming here is a great event.

McCoy is twenty-three years old, and his measurements are as follows: Weight, 155 pounds; height, 5 feet 10 1/2 inches; chest, 36 inches; waist, 34 inches; thigh, 24 inches; calf, 15 inches; foot, 10 inches; biceps, 14 inches; forearm, 13 inches; wrist, 7 inches; reach (tip of tip of fingers), 4 feet 4 inches.

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AGAINST CITY COMPANY

U. S. SUPREME COURT UPHOLDS CITIZENS' COMPANY'S CONTRACT.

Did Not Pass on Perpetuity of Franchise, Which is Good Till 1901—

Opinion on Decision.

The Supreme Court of the United States yesterday handed down the decision in the case of the City Railway Company, appellant, against the Citizens' Street-Railroad Company. The decision affirms the decree of Judge Woods, of the Circuit Court, after modifying it in such a way as not to pass upon the question of perpetuity of the franchise of the Citizens' company. Following is the life decree as modified, the words stricken out by the Supreme Court being in parentheses:

"First—That the amended bill of complaint be and the same is dismissed without prejudice so far as it relates to the parts of the streets of the city of Indianapolis above mentioned and embraced in said said above mentioned ordinance."

"Second—That the right of the complainant to the use and occupation of the streets for railway purposes of all the streets, alleys, public grounds and avenues of the city of Indianapolis occupied by it at the time of the commencement of this suit for the construction, completion, maintenance, operation and extension of its street-railway system thereon as asserted in the amended bill of complaint in said said above mentioned ordinance be and the same is affirmed and confirmed, and the complainant is enjoined and restrained from questioning or disturbing such right or disturbing or molesting the defendant in the enjoyment thereof, and that the ordinance of the city of Indianapolis mentioned in the amended bill of complaint known as general ordinance No. 21, 1893, entitled 'an ordinance relating to the construction and operation of a certain contract and agreement made and entered into on the 24th day of April, 1893, between the city of Indianapolis by and through its Board of Public Works, and the City Railway Company, whereby said company is authorized to construct, extend, operate and maintain certain passenger railroads in and upon the streets of the city of Indianapolis, together with the contract therein recited, is void in so far as it attempts to confer upon the defendant company any right to occupy the parts of the streets of said city occupied by the complainant at the time of the commencement of this suit or to abridge the rights of the complainant company in the use of said streets as herein decreed.'"

"Third—That the defendant pay to the complainant the costs of this suit taxed at—"

EFFECT OF THE DECISION.

The effect of the decision is to leave the question of the time limit of the franchise where it was and to declare void that part of the City Company's ordinance giving it the right to such parts of the streets as were occupied by the Citizens' Company at the beginning of the injunction proceeding by the latter company. The suit was a bill in equity filed by the Citizens' Company asking an injunction to restrain the City Company from disturbing it in its occupation of the streets and paying the costs of the suit.

The opinion was read by Justice Brewer and was the unanimous opinion of the court, with the exception of Justice Shiras did not regard any modification of Judge Woods' decree as necessary. The opinion in part is as follows:

"There can be no doubt that the Circuit Court had jurisdiction in this case, notwithstanding the fact that the Citizens' Company is not a citizen of the State of Indiana. It should be borne in mind that jurisdiction depends solely upon the question of the bill, and not upon the facts as they subsequently turn out to be. All the rights of the complainant, had, or claimed to have, with the city, which the latter had attempted to impair."

The city company had a contract with the city, which was entirely legal. It was so decided by the court of Indiana in the suit of the Western Union Telegraph Company vs. the Citizens' Street-Railroad Company, in which the liability of the company for certain street improvements was discussed and passed upon. It is true by Section 11 of the charter of the city of Indianapolis, that the right was reserved to the General Assembly to amend or repeal, at their discretion, the act authorizing the incorporation of street-railway companies; but that was a right reserved to the General Assembly, and it could be delegated to the Common Council of the city."

The opinion declares that it is clear that the city attempted to impair this contract with the ordinance granting the City Company franchise and continues: "This contract was entered into in pursuance of the act of the General Assembly of March 9, 1891, known as the city charter. This contract and ordinance of April 24, 1893, even if otherwise valid, could not be construed to interfere with the rights of the complainant to occupy the streets of the city under the act of 1891, and the ordinance of Jan. 18, 1891, without coming in conflict with that provision of the constitution which forbids the State from enacting laws impairing the obligation of contracts. Whether the act of 1891, or the ordinance of 1893, or both of them, be construed to impair the obligation of this contract was not a question which could be properly passed upon by the circuit court, so long as the complainant claimed in its bill that that effect, which it claimed, was not a violation of the good faith, and was not a frivolous one. (Now Orleans vs. New Orleans Water Company.)"

"Even if the charter were held to have expired on Jan. 18, 1891, thirty years from its date, would not the ordinance of 1893, which was passed by the city of Indianapolis, have affected the jurisdiction of the court to entertain this suit? It is clear that it has, and that it has done so for many months before that time, although it might have effected the right of the complainant to occupy the streets of the city."

"Did the act of 1891, known as the new charter repeal the act of 1891, authorizing the incorporation of railway companies in other words, should it be construed as an exercise of the power reserved to the General Assembly to amend or repeal the act of 1891, to amend or repeal that act, at the discretion of the General Assembly, or of 1891 practically established a new system and vested the whole power of the Legislature in the city of Indianapolis?"

The Board of Public Works of the several cities therein named, subject to approval of the Common Council of such cities, perhaps it might be construed to repeal the former, so far as it relates to the city of Indianapolis. But it certainly should not be construed to act retrospectively, or to affect the rights of the complainant. The act of 1891, its language being so clear as to admit of no other construction. While it was doubtless intended to authorize the Board of Public Works of the cities covered by the act to contract for the use of their streets by railway companies, it conferred nothing from which can be inferred a power to disturb or impair the rights of the complainant. Indeed, it is highly probable that it would ever have been delegated to the Board of Public Works of the cities covered by the act to contract for the use of their streets by railway companies, it conferred nothing from which can be inferred a power to disturb or impair the rights of the complainant. 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